

NOTICE TO BIDDERS

Sealed proposals, in duplicate, marked "**Mowing and Edging of Esplanades**", will be received at the office of the City Secretary, City Hall, 710 E. San Augustine Street, Deer Park, Harris County, Texas, until 2:00 p.m. on May 16, 2011 at which time the bids are to be opened and publicly read in the Council Chambers (per council chambers clock).

The City of Deer Park does not accept faxed bids.

Proposals are to be submitted on bidders own forms including Name of Bidder, Contact and Telephone number. The City reserves the right to reject any and all bids, or parts of bids to waive any and all technicalities, and to accept any bid, or part of bid, which it deems advantageous to itself.

BY ORDER OF THE CITY COUNCIL OF DEER PARK, TEXAS

Dated this 20th day of April, 2011.

A handwritten signature in cursive script, reading "Sandra Watkins", is written over a horizontal line.

Sandra Watkins, TRMC, CMC

City Secretary

City of Deer Park, Texas

**City of Deer Park
General Conditions of Bidding**

**NOTICE: FAILURE TO COMPLY WITH THESE CONDITIONS MAY RESULT
IN BID BEING DISQUALIFIED.**

1. BIDDING

- A. All bids must be on blank form furnished by the City of Deer Park, and must be written in ink or by typewriter. Pencil quotations will not be considered. Bids must be filed in duplicate and both copies must be manually signed.
- B. Bids should show net prices, extensions and net total. In case of conflict between unit price and extension, the unit price will govern.
- C. No change in price will be considered after bids have been opened.
- D. Cash discounts **will not** be considered in the award of bids, and all quotations must be on a net basis.
- E. This proposal must not be altered. Any erasure or alternation of figures may invalidate the bid on the item on which the erasure or alternation is made.
- F. Quotations **will not** be considered in cases where bidder quotes more than one price on an item, except where alternate bids are expressly called for.
- G. All bids are for delivery no later than the time stated in the specifications. F.O.B the point of delivery stated in the specifications and/or the bid form.
- H. Bidders are invited to be present at the opening of the bids. After opening the bids, bids may be inspected in the Finance/Purchasing office.
- I. Duplicate copies of bids are customarily referred to the Purchasing Coordinator for recommendations to the City Manager. Wherever possible, such recommendations will be made in time to permit City Council to make award at the meeting next succeeding that in which bids were opened and read.

2. TAXES

- A. The City of Deer Park is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above mentioned taxes, and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the City, must submit the proper forms, and the Purchasing Coordinator, if satisfied as to the facts, will approve or issue the necessary certificates.

3. AWARD

- A. The City of Deer Park reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose

for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.

- B. Unless otherwise specified, the City of Deer Park reserves the right to accept or reject in whole or in part any bid submitted or to waive any informality for the best interest of the City.
- C. Pursuant to Sec. 252.043 of the Texas Local Government Code, the City of Deer Park reserves the right to award the bid to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. In determining the best value for the City, the City may consider:
 - (1) the purchase price;
 - (2) the reputation of the bidder and of the bidder's goods or services;
 - (3) the quality of the bidder's goods or services;
 - (4) the extent to which the goods or services meet the municipality's needs;
 - (5) the bidder's past relationship with the municipality;
 - (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - (8) any relevant criteria specifically listed in the request for bids or proposals.

4. DELIVERIES

- A. Unless otherwise stated in the Bid form or specifications, deliveries must consist only of new and unused merchandise.
- B. Full tare must be allowed and no charges made for packages.
- C. In the event that the deliveries of the supplies covered in the proposal are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City of Deer Park reserves the right to purchase said supplies in the open market and charge the difference, if any, to the account of the Contractor.

5. REJECTIONS

- A. Articles not in accordance with samples and specifications must be removed by the bidder and at their expense. All disputes concerning quality of supplies or equipment delivered under this proposal will be determined by the Purchasing Coordinator or their designated representative.

- B. All articles enumerated in the proposal shall be subject to inspection on delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the Departments samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the Purchasing Coordinator who shall have the right to reject the whole or any part of the same.

6. BILLING

- A. All bills are subject to the approval of the Purchasing Coordinator.

7. PATENTS

- B. The contractor agrees to indemnify and save harmless the City of Deer Park, the Purchasing Coordinator, and their assistants from all suits and actions of every nature and description brought against them or any other named city representative, for or on account of the use of patented appliances, products or processes and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Purchasing Coordinator, as necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

8. INSURANCE

The following limits of insurance coverage's will be required:
Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance coverage set forth below with companies satisfactory to the City with full policy limits applying, but not less than a stated. A certificate evidencing the required insurance and specifically citing the indemnization provision set forth in this Agreement shall be delivered to the City prior to commencement of the work.

- a). Workmen's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contractor engaged in the performance of the work under this agreement.
- b). Employer's Liability Insurance protecting Contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- c). Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$100,000 each person, \$300,000 each occurrence/aggregate; Property Damage \$100,000 each occurrence.

- d). Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverage's afforded by the policies described above, with minimum limits of \$1,000,000 excess of the specified limits.
- e). Builders "All-Risk Insurance" protecting the respective interest of Owner and Contractor and its "Field Subcontractors" covering loss of damage during the course of construction of the project described in this Agreement and all property at the job site or in transit thereto which shall become a part of the project. Such insurance shall be maintained until such project is completed and accepted. This insurance shall be terminated with respect to portions of such project when such portions are completed and accepted.

9. CONDITIONS PART OF BID

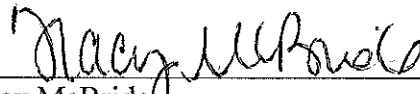
- A. The general conditions of bidding defined herein shall be a part of the attached bid.

10. PERMITS

- A. On all construction projects, successful bidder shall obtain the proper permits from the City of Deer Park such as electrical, plumbing and building permits. Permits shall be obtained at **no charge to the contractor**. The contractor shall notify the City of Deer Park for all inspections, which will be made by City inspectors.

11. BID VALIDATION

- A. Bid prices submitted shall be valid for a period of not less than 45 days.



Tracy McBride
Purchasing Coordinator
City of Deer Park
Harris County, Texas

City of Deer Park Specifications

Scope: It is the intent of these specifications to describe the process necessary to complete the mowing and edging on the specified esplanades in Deer Park, Texas 77536.

Specifications: (General)

Prospective bidders will be expected to do the mowing and edging services for the following areas in the City of Deer Park, Texas: (see attached map)

- Esplanades on Center Street
- Esplanades on Palm Terrace Boulevard
- Esplanades on Temperance Drive
- Esplanades on 13th Street

Duration of contract – This contract will begin July 1, 2011 and end June 30, 2013. It will remain in effect for two years unless cancelled with a thirty (30) day written notice by either the City of Deer Park or the Contractor.

Service Date Requirements – The Contractor will be held to mowing and edging on Wednesday mornings. Rain out days will be followed by the next available day.

The following schedule will be observed:

- Bi-weekly – December thru February (Wednesday)
- Weekly – March thru November (Wednesday)

Notification – Contractor shall notify the City of Deer Park Public Works Department prior to servicing esplanades with a request that the esplanade areas be swept by the City of Deer Park's Street Sweeper immediately following service by Contractor.

Specifications: (Detailed)

Mowing - The grass shall be maintained / mowed to an approximate height of one and one-half to two inches weekly during the growing season and bi-weekly during the non-growing season. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner being no scalp turf or leaving the area of clippings on any paved surfaces such as streets, parking lots, sidewalks, driveways and or on an adjacent property.

Edging - All curbs, trees, shrubs, rock beds or signs in esplanades must be mechanically edged to a one inch depth and one-fourth inch width where they exist using a metal blade exposing the concrete surface of curb areas. The initial edging shall be completed by the end of the first maintenance cycle and all edges must be maintained through the duration of the contract. Edging may be accomplished with a string line trimmer after the first initial mechanically edge cut. Edging shall be completed at the same time as the mowing so removal of debris from both operations can be removed at one time by the City of Deer Park's street sweeper.

Litter Removal – Contractor shall pick up all litter and debris throughout the esplanades prior to mowing or performing any work. Contractor shall remove all litter and place in contractors receptacle. Removal and disposal of litter and debris shall be the sole responsibility of the contractor. Contractor also agrees that they shall be responsible for any and or all landfill fees, if any, associated with the disposal of the litter and debris. Any litter, cut or broken during maintenance operations, shall be completely removed from the esplanades immediately and prior to proceeding with the mowing of the esplanades.

Contractors Responsibilities:

Personnel - Contractor shall provide supervision of all work crews at all times while performing work under this agreement. Personal supervision is not required provided that equipment or other means are provided that enable the work crew to communicate with the Contractor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.

Contractor shall be solely responsible for any injuries to Contractor's personnel while servicing the esplanades under this contract.

Contractor shall be responsible for providing Contractor's personnel with required safety equipment while servicing esplanades.

Equipment – Contractor warrants that all such equipment for servicing esplanades is adequate for the work. Mowing equipment shall be equipped with sharp blades so it does not tear but cleanly cut the blades of grass. Additionally, the Contractor shall maintain or have immediate access to adequate backup equipment in order to sustain continuous operations in the event of equipment failure. The use of insufficient and / or inadequate machinery or equipment as determined by the Park Maintenance Superintendent shall be deemed a breach of the contract.

Contractor shall be responsible for all damages to his equipment during the course of this agreement.

Liability – Any rutting of esplanades or damages to curbs caused by Contractor during the servicing of esplanades shall be the Contractors responsibility to repair or correct immediately following occurrence of damages.

Contractor shall be solely responsible for any damages sustained by passing vehicles and / or equipment or any injuries to person or persons while Contractor is servicing esplanades.

Indemnity – Contractor agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses. Damages, causes of action suits and liability of every kind, including all expenses of litigation, court cost and attorney's fees, for injury to or death of any person or for any and all damages arising out of or in

connection with the work performed or required to be performed by the Contractor, his agents, servants, employees and/or subcontractors pursuant of this agreement, the conduct or management of Contractor's business or activities or from any act or omission by Contractor, his agents, servants, employees, and / or subcontractors on or about the property where such injuries, death or damages are caused by the negligence of the Contractor. It is the expressed intention of the parties hereto, both the Contractor and the Owner, that the indemnity provided for in this paragraph is indemnity by the Contractor to indemnify and protect the Owner, its officers, agents and / or employees, where that negligence is a concurring cause of the resulting injury, death or damage. In the event that any action or proceeding is brought against the Owner by reason of any of the above, Contractor further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the City.

INSURANCE:

The following limits of insurance coverage's will be required:

Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance coverage set forth below with companies satisfactory to the City with full policy limits applying, but not less than a stated. A certificate evidencing the required insurance and specifically citing the in-demonization provision set forth in this Agreement shall be delivered to the City prior to commencement of the work.

- a). Workmen's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contractor engaged in the performance of the work under this agreement.
- b). Employer's Liability Insurance protecting Contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- c). Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$100,000 each person, \$300,000 each occurrence/aggregate; Property Damage \$100,000 each occurrence.
- d). Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverage's afforded by the policies described above, with minimum limits of \$1,000,000 excess of the specified limits.
- e). Builders "All-Risk Insurance" protecting the respective interest of Owner and Contractor and its "Field Subcontractors" covering loss of damage during the course of construction of the project described in this Agreement and all property at the job site or in transit thereto which shall become a part of the project. Such insurance shall be maintained until such project is completed and accepted. This insurance shall be terminated with respect to portions of such project when such portions are completed and accepted.

It is not the intent of these specifications to exclude any manufacturer or dealer from bidding. We are open to all proposals subject to availability of delivery and services. Goods offered which deviate from these specifications will be given consideration provided that any such deviations shall be clearly stated in a letter accompanying bid, giving a complete and detailed description of such deviations. The City reserves the right to determine whether any or all such deviations will or will not be accepted. The City shall have the right to reject all bids or award that part of a bid that is most advantageous to the City of Deer Park.

**LETTER OF INTENT AND
BID SUBMITTAL FORM**

**“Two (2) year contract for the Mowing and Edging of the Esplanades”
July 1, 2011 – June 30, 2013**

Purchasing Coordinator
City of Deer Park
710 East San Augustine
Deer Park, Texas 77536

I, _____, (Company) have reviewed the bid specifications and proposed contract with the City of Deer Park.

I herein agree to abide by the terms of the Bid Specifications and herein submit the attached bid proposal.

SIGNED on this the _____ day of _____, 20____.

Mowing and Edging of Esplanades in the following areas:

- Esplanades on Center Street
- Esplanades on Palm Terrace Boulevard
- Esplanades on Temperance Drive
- Esplanades on 13th Street

Unit Price per Month: _____

Total Cost for two years: _____

It is understood and agreed that the above described, item, material and / or equipment, shall carry the standard warranty of the manufacturer and be delivered on site in accordance with the attached specifications.

The undersigned certifies that the bid price contained in the foregoing proposal has been carefully checked and is submitted in duplicate.

Business Mailing Address

Authorized Representative's Signature Name

City, State, and Zip Code

Authorized Representative's Printed Name

Telephone

Date